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UNITED STATES DISTRICT COURT,

NORTHERN DISTRICT OF CALIFORNIA

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| Astrid Angolini,<br><br>Plaintiff,<br><br>vs.<br><br>Metropolitan Life Insurance Company,<br><br>Defendants.<br>_______________________________/ | CASE NO.<br><br>COMPLAINT<br>29 USC §1132(a)(1)(B) |

PLAINTIFF, Astrid Angolini, ALLEGES AS FOLLOWS:

**JURISDICTION**

1. This action arises under the Employee Retirement Income Security Act of 1974, 29 USC §§1001 et seq., and more particularly 29 USC §1132(a)(1)(B) thereof. This court has jurisdiction under 29 USC §1132(f), which grants to the federal courts concurrent jurisdiction to determine claims under 29 USC §§1001 et seq.

2. Venue is proper under 29 USC §1132(g) in that the breach described below occurred within the territorial

limits of the above-titled court, and defendants do business within the jurisdictional limits of the United States District Court Northern District of California.

3. Plaintiff was at the time the contract was formed, and at all times herein mentioned, a resident of Antioch, California.

4. Plaintiff is informed and believes that Defendant, Metropolitan Life Insurance Company (MetLife) is, and at all times herein mentioned was administered out of New York City, New York.

**ALLEGATIONS CONCERNING RELIEF SOUGHT**

5. Plaintiff was employed by Kaiser Hospital as a Emergency Room Registration Clerk. Her job required sharp cognitive ability and concentration during an eight-hour work shift, forty hours per week. Physical requirements included the ability to sit, stand, walk, lift, concentrate and key board for long periods of time throughout the workday. Plaintiff’s last day of work was on or about June 12, 2016, due to trigeminal neuralgia, migraines, fibromyalgia, leg pain, and decreasing cognitive abilities (white matter was found on the brain in an MRI). Her primary doctor then took her off work due to the numerous conditions listed above. Strong narcotic medications were required and prescribed to control the severe pain. Plaintiff’s physical condition and required work restrictions did not allow her to work after she went out

on disability on June 12, 2016.

6. When plaintiff was determined to be disabled from her employment in June 2016, there was in existence for Kaiser employees, including the plaintiff, a long term disability insurance plan funded by MetLife and administered by MetLife.

7. The long term disability insurance plan was to provide disability payments to any employee covered by the plan, including plaintiff, who suffered a total disability from their job at Kaiser, due to physical injury or disease.

8. Plaintiff's severe neuralgia, leg pain, cognitive loss, fibromyalgia and headaches led to a total disability from her occupation as an emergency room registration clerk, as determined by her medical doctor, and she applied for benefits under the MetLife disability insurance plan administered by MetLife. Plaintiff's application for benefits was based on the severe pain she was experiencing, and the opinion of plaintiff's treating physician that she could not return to work in her former occupation with Kaiser.

9. Plaintiff's personal physician stated that plaintiff was disabled from returning to work as a Kaiser clerk due to her physical condition.

10. Plaintiff accordingly applied for benefits under defendant's long-term disability plan, and was denied.

Plaintiff appealed defendant's decision in accord with the requirements of her policy, and that appeal process has been exhausted as set forth in a letter to plaintiff dated February 15, 2017. No payment has been received by plaintiff under the long term disability plan at issue.

11. The relevant portions of the MetLife long-term disability insurance policy read as follows:

"Disability or Disabled" means that as a result of Sickness or Injury You are either Totally Disabled or Partially Disabled.

Totally Disabled of Total Disability means:

During the Elimination Period and the next 24 months, You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation in the usual and customary way.

After such period, You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your: age; education; training; experience; station in life; and physical and mental capacity that exists within any of the following locations: . . . "

12. Defendant breached their obligation under the disability plan by denying coverage for plaintiff's disability payments when plaintiff met all of the above criteria by submitting her treating physician's reports

which verified the physical illnesses and work disability. Defendant simply disagreed with the treating physicians, arbitrarily relying on their own consultants' subjective determination of the degree of plaintiff's disability instead of the findings of plaintiff's physicians.

13. Plaintiff at all times herein mentioned has performed all the terms and conditions of the defendant's long term disability plan on her part to be performed.

14. As a proximate result of defendant's failure and refusal to perform its obligations under the short and long term disability plan, plaintiff has been compelled to retain counsel to protect her rights under the plan, incurring legal fees and costs that are recoverable pursuant to 29 USC §1145.

WHEREFORE, plaintiff prays judgment against defendant as follows:

1. For compensatory damages;

2. For costs of suit herein;

3. For reasonable attorney fees paid by plaintiff pursuant to 29 USC §1145;

4. For prejudgment interest; and

5. For such other and further relief as the court may deem proper.

DATED: March 30, 2017 Law Offices Of P. Randall Noah

By: /s/ P. Randall Noah
P. Randall Noah
Attorney for Plaintiff, Astrid Angolini